

Suzanne Henderson

AMENDMENT OF OIL, GAS AND MINERAL LEASE

WHEREAS, **John and Martha Graves**, hereinafter referred to as "Lessor" (whether one or more), heretofore executed an Oil, Gas and Mineral Lease, dated **May 1, 2007**, recorded in Volume # **013684** Page # **0481** of the Tarrant County Deed Records, hereinafter referred to as "the Lease", whereby Lessor leased certain lands described therein to **XTO Energy Inc.**, hereinafter referred to as "Lessee".

WHEREAS, the Legal Description of the Lease reads as follows:

"Lot 13, Block 13, Chambers Creek Addition, Unit III, Phase V, an addition to the City of Everman, Tarrant County, Texas, according to the Map or Plat thereof, recorded in Volume 388-173, Page 78, Map Records, Tarrant County, Texas."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by amending the Legal Description of both to read as follows:

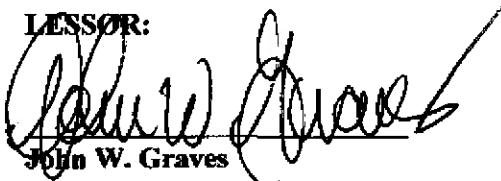
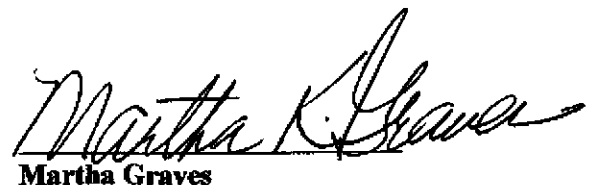
"Lot 13, Block 5, Chambers Creek Addition, Unit III, Phase V, an addition to the City of Everman, Tarrant County, Texas, according to the Map or Plat thereof, recorded in Volume 388-173, Page 78, Map Records, Tarrant County, Texas."

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Lease, and all of its provisions, and the above referenced Oil, Gas and Mineral Lease, except as herein amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

This instrument may be executed as one document signed by all parties or this instrument may be executed in multiple counterparts, with the same force and effect as if all parties executed the same instrument. One original of this document with a signature page and acknowledgment page for each of the undersigned attached thereto shall be deemed to constitute one instrument for recordation in the Deed Records of Tarrant County, Texas.

This instrument is dated and executed this 30th day of July, 2008 and effective _____, 2008.

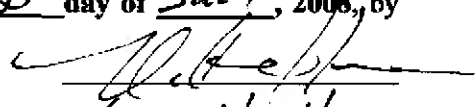
LESSOR:


John W. Graves
Martha Graves

STATE OF TEXAS §

COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 30th day of July, 2008, by
JOHN & MARTHA GRAY.

Notary Signature: 

Printed Name: NATHAN VAN HOFWEGEN

Notary Public, State of TEXAS

My Commission Expires: 1-31-10

